



CITY OF SAN DIEGO

PURCHASING DIVISION
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 6216-04-Y

REQUEST FOR BID

Bid Opening Date: July 9, 2003
@ 2:30 p.m.

Subject: Furnish the City of San Diego with **REMOVAL AND INSTALLATION OF ENGINES AND TRANSMISSIONS FOR A 42' MONARCH MONITORING III VESSEL**, in accordance with the attached specifications.

Company _____	Name _____ [PRINT OR TYPE]
Federal Tax I.D. No. _____	Signature* _____
Street Address _____	Title _____
City _____	Date _____
State _____ Zip Code _____	
Tel. No. _____ Fax No. _____	<i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
E-Mail _____	

This cover page must be completed and submitted as part of your bid.

If your firm is not located in California, are you authorized to collect California sales tax? ☐ YES ☐ NO

If YES, under what Permit # _____

NOTE: The City of San Diego is subject to State Sales and Use Tax, but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. Do not include Federal Excise or Sales Tax in your Bid.

If you are a Vendor located in the City of San Diego, a 1% sales tax refund to the City will be considered in evaluation of your bid.

Cash discount terms _____ % _____ days.
[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

State delivery time required: _____ days after receipt of order.

The following addenda are acknowledged and incorporated in this submittal: _____

FOR FURTHER INFORMATION CONCERNING THIS BID

NATALIE ETHRIDGE/keo, Procurement Specialist

Phone: (619) 236-6088 Facsimile: (619) 236-5904

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TABLE OF CONTENTS

I. Pricing Page	3
II. Terms And Conditions.....	4
A. Award.....	4
B. Pricing.....	4
C. Duration Of Offer	4
D. Submittals	4
E. Insurance Requirements.....	5
F. Performance Bond	6
G. Indemnification And Hold Harmless Agreement	6
H. Liquidated Damages	7
I. Equals Clause.....	7
J. References/Qualifications	7
K. General Provisions	8
L. Addenda	8
M. Exceptions.....	8
N. Bid Results.....	8
O. Request For Taxpayer Identification Number	9
P. Audit And Inspection Of Records.....	9
Q. Assignment Of Contract	9
R. Drug-Free Workplace Policy	9
S. Americans With Disabilities Act	10
T. Equal Employment Opportunity	10
U. Nondiscrimination In Contracting	10
III. Specifications	12
A. Scope Of Work	12
B. General Specifications	12
C. Operator Manuals.....	13
D. Delivery.....	13
E. Warranty	13
F. Optional Extended Warranty	13
G. Warranty Repair Time	14
Forms	
Bidder's References	15
Bidder's Statement of Subcontractors	16
Bidder's Statement of Financial Responsibility	17
Certification Survey	18

I. PRICING PAGE

SECTION 1

Item	Est. Qty.	U/M	Description	Cost
1.	1	EA	Remove Two (2) Old Engines and Install Two (2) New Engines for a Monitor III Vessel.	\$
2.	1	EA	Remove, Re-Manufacture, and Install Two (2) Twin Disc Marine Transmissions for a Monitor III Vessel.	\$
TOTAL SECTION 1:				\$

SECTION 2

Est. Qty.	U/M	Description	Cost
1	Lot	Extended Warranty, as specified in Section III, paragraph F.	\$
TOTAL SECTIONS 1 AND 2:			\$

II. TERMS AND CONDITIONS

A. AWARD

This bid shall be awarded as a lot to the most responsive and responsible Bidder whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to, bidder's experience performing work of comparable size and scope and extended warranty. Section 2 shall be awarded at the discretion of the City.

B. PRICING

Pricing for Section 1 shall include removal and installation of two (2) Caterpillar engines; removal, re-manufacture, and installation of two (2) transmissions and all parts, tools, materials, labor, transportation, lay days, and any and all other expenses related to the performance of the work specified in this document. Additionally, price shall include any incidental accessories necessary to make the work complete in accordance with specifications.

C. DURATION OF OFFER

Bids submitted in response to this RFB shall be irrevocable for ninety (90) days after bid opening date. This period may be extended by written mutual agreement between the Bidder and the City.

D. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and opening date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing Reception Desk prior to bid opening at 2:30 p.m. on bid opening date. **Faxed bids will not be accepted.**

The original and one (1) copy of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.

- a. Bidder's References (as specified in Section II, paragraph J).
- b. Bidder's Statement of Subcontractors (as specified in Section II, paragraph J).
- c. Bidder's Statement of Financial Responsibility (as specified in Section II, paragraph J).
- d. Extended Warranty Information (as specified in Section III, paragraph F).
- e. Certification Survey (use form on page 18).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance requirements (as specified in Section II, paragraph E).
- b. Performance Bond (as specified in Section II, paragraph F).
- c. Taxpayer Identification Number (W-9) as specified in Section II, paragraph O, if not currently on file.

E. INSURANCE REQUIREMENTS

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. **Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive.** Insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a **thirty (30) day non-cancellation clause** giving the City thirty (30) days prior written notice in the event a policy is canceled.

At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the vendor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from an insurance carrier licensed in the State of California and rated "A" or better by the A.M. Best Key Rating Guide.

The following coverage is required:

- **Commercial General Liability** for a minimum of one million dollars each occurrence (\$1,000,000.00 EO). **The City of San Diego must be named as an additional insured on the certificate.**
- **Workers' Compensation** coverage in accordance with the laws of the State of California. **Policy must contain a Waiver of Subrogation of Rights against the City of San Diego.**
- **Garage Keepers Liability** for a minimum of \$1,000,000.00 combined single limit (\$1,000,000.00 CSL).

- **Product Liability** for a minimum of \$1,000,000.00 combined single limit (CSL). Such policy shall be provided to the City of San Diego from the manufacturer of the equipment and/or goods to be provided by the Contractor. The Contractor shall be responsible for notifying the manufacturer of this requirement and for ensuring timely submittal.

F. PERFORMANCE BOND

The Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one hundred percent (100%) of the Contract price, conditional for the performance of the Contract.

The performance bond shall be submitted to Purchasing within ten (10) days of request. **Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive.** The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

G. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Contractor's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

H. LIQUIDATED DAMAGES

Time is of the essence, and should repairs not be completed on or before the time stipulated, it is mutually agreed and understood by and between the successful bidder and the City of San Diego that:

A delay would affect the operation of the City of San Diego; liquidated damages of one thousand dollars (\$1,000.00) per calendar day for each and every day the repair time exceeds twenty-four (24) hours is the nearest measure of damages for such delay that can be fixed at this time; therefore, the City and the successful bidder hereby establish liquidated damages of one thousand dollars (\$1,000.00) per calendar day for each and every day the repair time exceeds twenty-four (24) hours as liquidated damages and not as a penalty or forfeiture for the breach of agreement.

The above conditions may be invoked if repairs exceed the specified time or if replacement of material not meeting specifications exceeds the specified time.

Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by default, act, or omission of the City, or by strikes, fire, act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such period as may be agreed. Should there be insufficient time to grant such extensions prior to completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above reasons, after hearing evidence as to the reasons for such delay.

I. EQUALS CLAUSE

Whenever reference to a specific brand name is made in these specifications, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting specific operational, design, performance, maintenance, quality, and reliability standards and requirements of the City, thereby incorporating these requirements by reference within the specification. An equivalent ("or equal") may be offered by the Bidder, subject to testing or evaluation by the City prior to award of bid. The City shall be the sole judge of whether any proposed item will fulfill its requirements. It shall be the sole responsibility of the Bidder to provide, at Bidder's expense, any product information, test data, and other information or documents the City may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation (including destructive testing) may be required as a condition of acceptance at a qualified test facility at the Bidder's expense.

J. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form on page 15).
2. Bidder's Statement of Subcontractors (use form on page 16).
3. Bidder's Statement of Financial Responsibility (use form on page 17).

K. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

L. ADDENDA

It is the Bidders' responsibility to ensure that all addenda issued are incorporated in their bid submittal.

Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the specifications for price bid.

M. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

N. BID RESULTS

Bid results **will not** be given out over the phone. To obtain bid results, either (1) attend the bid opening or (2) provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the bid, or mailed directly to the Purchasing Division. They will be kept on file until the bid opens and the extensions are verified. Bid tabulations will generally be mailed to requester within **three (3) working days** after the bid opening to review bid tabulation.

O. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

P. AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

Q. ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract, or any right or interest hereunder, without prior written consent of the City.

R. DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that subcontractor agreements for this bid/proposal contain language which indicates the subcontractor's agreement to comply with this policy.

S. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the Federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

T. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

U. NONDISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the contractor and any subcontractors, vendors, and suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

III. SPECIFICATIONS

A. SCOPE OF WORK

To remove two (2) old engines and install two (2) new Caterpillar 3126 Mechanical Control System Series E-350 bhp engine or equal; and to remove, re-manufacture, and install two (2) twin disc marine transmissions, including all part and labor necessary to re-power the engines in accordance with the Terms and Conditions and Specifications of this document.

B. GENERAL SPECIFICATIONS

The equipment, service, and installation shall include, but are not limited to the following:

1. Vessel Haul Out and Launching
 - a. Haul out vessel.
 - b. Launch vessel after completion of job.
2. Engine and Transmission Removal and Transmission Re-Manufacturer
 - a. Remove rudders for inspection.
 - b. Replace rudder bearings.
 - c. Remove propeller shafts for inspection.
 - d. Remove two (2) existing Caterpillar 3116 main engines with accompanying Twin Disc marine transmissions.
 - e. Re-manufacture two (2) Twin Disc 509 marine transmissions.
3. New Caterpillar Engine with Re-Manufactured Twin Disc Marine Transmission Installation
 - a. Provide two (2) new Caterpillar 3126 mechanical control system Series E-350 bhp engines.
 - b. Re-install rudders.
 - c. Re-install propeller shafts with new cutlass bearings.
 - d. Install re-built 509 Twin Disc marine transmissions.
 - e. Install Power Takeoff (P.T.O.) on port main engines.
 - f. Modify, as necessary, and install new high commercial quality engine mounts.
 - g. Modify engine exhaust system, re-build with new steel piping and new lagging, and fit to new engines.
 - h. Install new aqua lift mufflers in engine room.
 - i. Install new glass pack mufflers in lazarette.
 - j. Install pulleys for raw water pump on front of port engine.

- k. Secure fuel and hydraulic lines to existing main engines appropriately to prevent contamination.
- l. Perform alignment on main engines within 0.003" face to face.

4. Sea Trials

- a. Perform dock trials to adjust controls.
- b. Perform sea trials to adjust propeller pitch to conform with engine specifications.

C. OPERATOR MANUALS

Contractor shall provide upon delivery at no charge to the City, two (2) complete manufacturer's approved operator manuals, specifications and manufacturer recommended maintenance requirements for all new and re-manufactured equipment.

D. DELIVERY

Contractor shall deliver re-powered vessel FOB Destination to:

Metropolitan Wastewater Department
Driscoll's Wharf
4918 North Harbor Drive
San Diego, CA 92106-2358

After sea trials, the City will take delivery of vessel in writing.

E. WARRANTY

All engines and transmissions shall be warrantied against defects in material and workmanship. In no case shall coverage be less than twelve (12) months after the City has accepted delivery in writing.

If within this twelve (12) month period any repairs or replacements in connection with the re-power engines and transmissions are, in the opinion of the City, deemed necessary as a result of the Contractor's use of inferior or defective materials, equipment, or workmanship, the Contractor shall, upon receipt of notice and without expense to the City, take action to properly repair, replace, or correct any and all such defects therein.

F. OPTIONAL EXTENDED WARRANTY

The City requests that all bidders submit an optional warranty extending the existing twelve (12) month warranty excluding sales tax, for twelve (12) additional months. Bids not offering the extended warranty may be declared non-responsive. The optional warranty shall be available for purchase any time during the initial warranty period offered.

G. WARRANTY REPAIR TIME

In the event of a breakdown or failure of the engines and/or transmission during the warranty period or extended warranty period, if purchased, and upon receipt of notice (written or verbal) from the City, the repairs made under the warranty and extended warranty shall be conducted and completed within twenty-four (24) hours regardless of weekends and holidays, unless the City agrees to an extension prior to the expiration of the twenty-four (24) hours. Failure to take appropriate corrective action for repairs within the time frame specified may invoke the Terms and Conditions of the Liquidated Damages clause.

Transportation of the vessel from any City dock or place of breakdown to the warranty service facility for warranty work and back shall be the responsibility of the Contractor. This includes tugging when necessary. If the City must have the equipment tugged for reasons of security or safety, the Contractor shall be responsible for all costs.

BIDDER'S REFERENCES

The bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past five (5) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the bidder.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

BIDDER'S STATEMENT OF SUBCONTRACTORS

The bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Failure to provide details of subcontractors may be grounds for rejection of bid. **NOTE:** Add additional pages if necessary.

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar amount of sub-contract: \$ _____ Contract Dates: _____
Contractor's License #: _____
Requirements of contract: _____
What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar amount of sub-contract: \$ _____ Contract Dates: _____
Contractor's License #: _____
Requirements of contract: _____
What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar amount of sub-contract: \$ _____ Contract Dates: _____
Contractor's License #: _____
Requirements of contract: _____
What portion of work will be assigned to this subcontractor: _____

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____

Certification Survey

For Small, Ethnically and Culturally Diverse,
Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: _____

Mailing Address: _____

Telephone No.: (_____) _____

E-Mail Address: _____

1. Contractor's company is **currently** certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business? ☐ Yes ☐ No

Certification Number/Agency: _____

2. Contractor's company has applied for certification? ☐ Yes ☐ No

If yes, which agency? _____

3. Contractor's company is an independently owned business? ☐ Yes ☐ No

4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual*? ☐ Yes ☐ No

5. SIC Code: _____

6. Number of Employees: _____

7. Annual Gross Receipts (three year average): _____

8. This is not an application for certification. If you would like to receive an application for certification, please check box: ☐

I certify that this information is correct: _____

Authorized Signature

(Date)

* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.